

SMALL CI PROCUREMENT PROJECT

General Information: This bid package is to be used for under \$50,000 bidding only.

- ❖ No Affidavit of Compliance with Prevailing Wage Law
- ❖ No Prevailing Wage
- ❖ No Performance Bond

Part 1: Bidding.

- Project bids may be obtained by phone, mail, email, or faxed.
- All bids are to be recorded on a bid record/evaluation form.

Part 2: Contractor forms and general conditions

1. The pre-marked documents are mandatory for under \$50,000 projects.
2. The documents described below are optional based on project needs.
 - Site security
 - Alternates,. The format for alternates should be the same as used in a standard specification format.
 - Technical Specifications: The number of pages should be noted. It is anticipated that technical specifications will normally be standardized. Non-standard project requirements should be included in Special Conditions.
 - Drawing sheet number should be noted. The sheets must be consecutively numbered "Sheet ____ of ____".
 - "Other" - this section is for any contract requirements not previously enumerated. Examples are liquidated damages.

Part 3: Award

1. This type of bid can be awarded with the completion of a bid record and a letter of Notice To Proceed sent to the contractor.
2. After completion of the project a letter of Acceptance will be sent to the contractor.
3. RSMo 285.525 and 285.530 require business entities to enroll and participate in a federal work authorization program in order to be eligible to receive award of any state contract in excess of \$5,000. Bidders should submit with their bid an Affidavit of Work Authorization (Section 00635) along with appropriate documentation evidencing such enrollment and participation. Affidavit of Work Authorization (form enclosed) Information regarding a Memorandum of Understanding which is one form of appropriate documentation located at <https://www.uscis.gov/e-verify>. Submittal of this form and appropriate documentation is required before the award of any contract. In addition the contractor shall be responsible for compliance of these requirements by all subcontractors and suppliers, at any tier associated with this contract.

Blue highlighted areas must have information inserted. Cells with red corners provide further direction when hovered over with your mouse.



STATE OF MISSOURI
OFFICE OF ADMINISTRATION/FMDC
BID RECORD/EVALUATION

PROJECT NUMBER

PAGE 1 OF 3

LIST OF BIDDER'S SOLICITED

1.		2.	
3.		4.	
5.		6.	

BID RESPONSE NO. 1 (LOWEST BID MUST BE ENTERED HERE)

BIDDER NAME:	VENDOR NO:	RESPONSE DATE:

PERSON CONTACTED:	TELEPHONE NO:	BID TYPE:
		FAX <input type="checkbox"/> E-MAIL <input type="checkbox"/> MAIL <input type="checkbox"/>

Item No.	Line Item Description/Bidder's Brand	Quantity As Per Evaluation Criteria (If different from Quantity to Order)	Quantity To Order	Unit (i.e. ea., gal., qtr., yr. mo.)	Bidder's Unit Cost	Total Cost As Per Evaluation Criteria	Total Cost For Order
001						\$0.0000	\$0.0000
002						\$0.0000	\$0.0000
003						\$0.0000	\$0.0000
004						\$0.0000	\$0.0000
005						\$0.0000	\$0.0000
006						\$0.0000	\$0.0000
007						\$0.0000	\$0.0000
008						\$0.0000	\$0.0000
TOTAL COSTS						\$0.0000	\$0.0000

Eligible for MO Service Disabled Veterans Business Preference ☐

BID RESPONSE NO. 2

BIDDER NAME:	VENDOR NO:	RESPONSE DATE:

PERSON CONTACTED:	TELEPHONE NO:	BID TYPE:
		FAX <input type="checkbox"/> E-MAIL <input type="checkbox"/> MAIL <input type="checkbox"/>

Item No.	Line Item Description/Bidder's Brand	Quantity As Per Evaluation Criteria (If different from Quantity to Order)	Quantity To Order	Unit (i.e. ea., gal., qtr., yr. mo.)	Bidder's Unit Cost	Total Cost As Per Evaluation Criteria	Total Cost For Order
001						\$0.0000	\$0.0000
002						\$0.0000	\$0.0000
003						\$0.0000	\$0.0000
004						\$0.0000	\$0.0000
005						\$0.0000	\$0.0000
006						\$0.0000	\$0.0000
007						\$0.0000	\$0.0000
008						\$0.0000	\$0.0000
TOTAL COSTS						\$0.0000	\$0.0000

Eligible for MO Service Disabled Veterans Business Preference ☐



STATE OF MISSOURI
OFFICE OF ADMINISTRATION/FMDC
BID RECORD/EVALUATION

PROJECT NUMBER

PAGE 2 OF 3

BID RESPONSE NO. 3

BIDDER NAME:	VENDOR NO:	RESPONSE DATE:

PERSON CONTACTED:	TELEPHONE NO:	BID TYPE:
		FAX <input type="checkbox"/> E-MAIL <input type="checkbox"/> MAIL <input type="checkbox"/>

Item No.	Line Item Description/Bidder's Brand	Quantity As Per Evaluation Criteria (If different from Quantity to Order)	Quantity To Order	Unit (i.e. ea., gal., qtr., yr. mo.)	Bidder's Unit Cost	Total Cost As Per Evaluation Criteria	Total Cost For Order
001						\$0.0000	\$0.0000
002						\$0.0000	\$0.0000
003						\$0.0000	\$0.0000
004						\$0.0000	\$0.0000
005						\$0.0000	\$0.0000
006						\$0.0000	\$0.0000
007						\$0.0000	\$0.0000
008						\$0.0000	\$0.0000
TOTAL COSTS						\$0.0000	\$0.0000

Eligible for MO Service Disabled Veterans Business Preference ☐

BID RESPONSE NO. 4

BIDDER NAME:	VENDOR NO:	RESPONSE DATE:

PERSON CONTACTED:	TELEPHONE NO:	BID TYPE:
		FAX <input type="checkbox"/> E-MAIL <input type="checkbox"/> MAIL <input type="checkbox"/>

Item No.	Line Item Description/Bidder's Brand	Quantity As Per Evaluation Criteria (If different from Quantity to Order)	Quantity To Order	Unit (i.e. ea., gal., qtr., yr. mo.)	Bidder's Unit Cost	Total Cost As Per Evaluation Criteria	Total Cost For Order
001						\$0.0000	\$0.0000
002						\$0.0000	\$0.0000
003						\$0.0000	\$0.0000
004						\$0.0000	\$0.0000
005						\$0.0000	\$0.0000
006						\$0.0000	\$0.0000
007						\$0.0000	\$0.0000
008						\$0.0000	\$0.0000
TOTAL COSTS						\$0.0000	\$0.0000

Eligible for MO Service Disabled Veterans Business Preference ☐



STATE OF MISSOURI
OFFICE OF ADMINISTRATION/FMDC
BID RECORD/EVALUATION

PROJECT NUMBER

PAGE 3 OF 3

BID RESPONSE NO. 5

BIDDER NAME:	VENDOR NO:	RESPONSE DATE:
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PERSON CONTACTED:	TELEPHONE NO:	BID TYPE:
		FAX <input type="checkbox"/> E-MAIL <input type="checkbox"/> MAIL <input type="checkbox"/>

Item No.	Line Item Description/Bidder's Brand	Quantity As Per Evaluation Criteria (If different from Quantity to Order)	Quantity To Order	Unit (i.e. ea., gal., qtr., yr. mo.)	Bidder's Unit Cost	Total Cost As Per Evaluation Criteria	Total Cost For Order
001						\$0.0000	\$0.0000
002						\$0.0000	\$0.0000
003						\$0.0000	\$0.0000
004						\$0.0000	\$0.0000
005						\$0.0000	\$0.0000
006						\$0.0000	\$0.0000
007						\$0.0000	\$0.0000
008						\$0.0000	\$0.0000

DELIVERY CHARGES

TOTAL COSTS

\$0.0000 \$0.0000

Eligible for MO Service Disabled Veterans Business Preference ☐

PREFERENCES: If Bidder(s) have submitted the required exhibits and qualify for the Missouri Service Disabled Veterans Business Preference, for evaluation purposes only, deduct 3% of the lowest bid from the SDVE Bidder's bid.

I hereby attest that the objective cost points assigned to each bidder listed above were scored pursuant to the established evaluation criteria.

Evaluator's Signature

Date

Printed Name

Title

FMDC Unit

Michael L. Parson
Governor



Brian Yansen
Director

Kenneth J. Zellers
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Facilities Management
Design and Construction
730 Truman Building, 301 West High Street
Post Office Box 809
Jefferson City, Missouri 65102
INTERNET: <http://www.oa.mo.gov/fmdc>
E-MAIL: FMDCMail@oa.mo.gov

(573) 751-3339
FAX (573) 751-7277

RE: Notice to Proceed
Date:

Project No.:

Dear,

This letter shall serve as formal acceptance of your proposal dated _____ and **Notice to Proceed** to perform the above referenced work for _____. The work shall be completed as soon as possible with a completion deadline of _____.

Prior to commencement of work, please notify Project Manager, _____ at _____, to coordinate the work and answer any questions you may have.

When the work is complete, please forward your invoice and other required paper work to _____. All materials and workmanship will be warranted for a minimum of one year from the dated Letter of Acceptance.

Sincerely,

Division of Facilities Management, Design and Construction

c: e-Builder

Michael L. Parson
Governor



Brian Yansen
Director

Kenneth J. Zellers
Commissioner

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FAX (573) 751-7277

LETTER OF ACCEPTANCE

Today's Date:

Project No.:
Project Title:
Project Location:
Contact No.:
Fund Source:
Not-to-Exceed Cost \$

Dear

The scope of work listed in the referenced proposal is hereby accepted under the terms of the referenced contract. The warranty period is in effect from the listed date. Please submit invoices and supporting documentation per the terms of the contract to the following address to my attention:

SIGNED: _____

c: File
FMDC Representative

SMALL CI PROCUREMENT TABLE OF CONTENTS

<u>Title</u>	<u>No. of Pages</u>
<input checked="" type="checkbox"/> Special Conditions	1
<input checked="" type="checkbox"/> Affidavit for Affirmative Action	1
<input checked="" type="checkbox"/> Final Receipt of Payment and Release Form	1
<input checked="" type="checkbox"/> Affidavit of Work Authorization	1
<input checked="" type="checkbox"/> General Conditions	6
<input type="checkbox"/> Technical Specifications	
<input type="checkbox"/> Drawings	
<input type="checkbox"/> Alternates	
<input type="checkbox"/> Unit Prices	
<input type="checkbox"/> Other	

SPECIAL CONDITIONS

SPECIAL CONDITIONS ARE A MANDATORY DOCUMENT FOR ALL PROJECTS. They must be edited to match the unique requirements of each project. Please click the link below and select the file named "Special Conditions Small CI Procurement."

<https://oa.mo.gov/facilities/project-management/project-management-internal-forms>



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
AFFIDAVIT FOR AFFIRMATIVE ACTION

PROJECT NUMBER

NAME		First being duly sworn on oath states: that	
he/she is the <input type="checkbox"/> sole proprietor <input type="checkbox"/> partner <input type="checkbox"/> officer or <input type="checkbox"/> manager or managing member of			
NAME		a <input type="checkbox"/> sole proprietorship <input type="checkbox"/> partnership <input type="checkbox"/> limited liability company (LLC)	
or <input type="checkbox"/> corporation, and as such, said proprietor, partner, or officer is duly authorized to make this			
affidavit on behalf of said sole proprietorship, partnership, or corporation; that under the contract known as			
PROJECT TITLE			
Less than 50 persons in the aggregate will be employed and therefore, the applicable Affirmative Action requirements as set forth in Article 1.4 of the General Conditions of the State of Missouri have been met.			
PRINT NAME & SIGNATURE		DATE	
NOTARY INFORMATION			
NOTARY PUBLIC EMBOSSER SEAL	STATE OF	COUNTY (OR CITY OF ST. LOUIS)	USE RUBBER STAMP IN CLEAR AREA BELOW
	SUBSCRIBED AND SWORN BEFORE ME, THIS		
	DAY OF	YEAR	
	NOTARY PUBLIC SIGNATURE	MY COMMISSION EXPIRES	
	NOTARY PUBLIC NAME (TYPED OR PRINTED)		

FINAL RECEIPT OF PAYMENT AND RELEASE FORM

KNOW ALL MEN BY THESE PRESENTS

THAT: _____, hereinafter called "Subcontractor"
who heretofore entered into an agreement with _____, hereinafter called
"Contractor", for the performance of work and/or the furnishing of material for the construction of a project
entitled: _____
(Project Name)

Project Number: _____

at: _____
(Project Address)

for the State of Missouri (Owner) which said subcontract is by this reference incorporated herein, in
consideration of such final payment by Contractor,

DOES HEREBY:

1. ACKNOWLEDGE that his has been **PAID IN FULL** all sums due for work and materials contracted, or done by his subcontractors, material vendors, equipment and fixture suppliers, agents and employees, or otherwise in the performance of the work called for by the aforesaid contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.
2. RELEASE and fully, finally and forever discharge the Owner from any and all suits, actions, claims and demands for payment for work performed or materials supplied by Subcontractor in accordance with the requirements of the above referenced contract.
3. REPRESENT that all of his employees, subcontractors, material vendors, equipment and fixture suppliers and everyone else has been paid in full all sums due them to date, or any of them, in connection with performance of said work, or anything done or omitted by them or any of them in connection with the construction of said improvements, or otherwise.

DATED this _____ day of _____, _____(year).

(Name of Subcontractor)

(Typed or Printed Name)

(Signature)

(Title)

AFFIDAVIT OF WORK AUTHORIZATION

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the _____ of _____,
Position/title Company name

and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection with the contracted services related to Project Number _____ with the Office of Administration, Division of Facilities Management, Design and Construction (FMDC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with FMDC, an alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Section 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me this _____ day of _____, 20 _____.

Notary Public

My commission expires:

GENERAL CONDITIONS

ARTICLE 1 - CONTRACT DOCUMENTS:

- A. The Contract Documents consist of the Proposal/Contract Form, the General Conditions, Supplementary and other Conditions, the Drawings, the Specifications, all Addenda issued prior to the execution of this Agreement, all amendments, Change Orders, and written interpretations of the Contract Documents issued by the Owner. The intention of the Contract Documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the work and the terms and conditions of payment thereof and also to include all work which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results.
- B. The Contract shall be signed by the Owner and the Contractor. By executing the Contract, the Contractor represents that he has visited the site and familiarized himself with the local conditions under which the work is to be performed.
- C. The term Work as used in the Contract Documents includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

ARTICLE 2 - RESPONSIBILITIES OF THE OWNER:

- A. Owner shall provide all possible assistance in providing access, scheduling work, assigning material storage, providing parking, etc.
- B. Owner shall provide all surveys, test borings, original drawings, etc., as may be required by the Contractor, or as may be available.

ARTICLE 3 - DUTIES OF THE CONTRACTOR:

- A. The Contractor and his subcontractors will not discriminate against individuals based on race, color, religion, national origin, sex, disability, or age, but may use restrictions which relate to bona fide occupational qualifications. Specifically, the Contractor and his subcontractors shall not discriminate:
 - 1. Against recipients of service on the basis of race, color, religion, national origin, sex, disability or age.
 - 2. Against any employee or applicant, for employment on the basis of race, color, religion, national origin, sex or otherwise qualified disability status.
 - 3. Against any applicant for employment or employee on the basis of age, where such applicant or employee is between ages 40 and 70 and where such Contractor employs at least 20 persons.
 - 4. Against any applicant for employment or employee on the basis of that person's status as a disabled or Vietnam-era veteran.

The Contractor and his Subcontractors will take affirmative action to insure applicants for employment and employees are treated equally without regard to race, color, religion, national origin, sex, disability, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion and transfer; recruitment or recruitment advertising; and selection for training, including apprenticeship. The Contractor and his Subcontractors will give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements.

- B. The Contractor and his subcontractors shall develop, implement, maintain and submit in writing to the Owner an affirmative action program if at least fifty (50) persons in the aggregate are employed under this contract. If less than fifty (50) persons in the aggregate are to be employed under this contract, the Contractor shall submit, in lieu of the written affirmative action program, a properly executed Affidavit for Affirmative Action in the form included in the contract specifications. For the purpose of this section, an "affirmative action program" means positive action to influence all employment practices (including, but not limited to, recruiting, hiring, promoting and training) in providing equal employment opportunity regardless of race, color, sex, national origin, religion, age (where the person affected is between age 40 and 70), disabled and Vietnam-era veteran status, and disability. Such "affirmative action program" shall include:
 - 1. A written policy statement committing the total organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;

2. The identification of a person designated to handle affirmative action;
3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to lay-off, recall, discharge, demotion and discipline;
4. The exclusion of discrimination from all collective bargaining agreements; and
5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

In the enforcement of this non-discrimination clause, the Owner may use any reasonable procedures available, including, but not limited to: requests, reports, site visits and inspection of relevant documents of contractors and subcontractors.

- C. In the event of the Contractor's or his subcontractor's noncompliance with any provisions of this Article of the Contract, the Owner may cancel this contract in whole or in part or require the Contractor to terminate his contract with the subcontractor.
- D.. The Contractor shall supervise and direct the Work, using his best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.
- E. Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the Work.
- F. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.
- G. The Contractor warrants to the Owner that all materials and equipment incorporated in the Work will be new unless otherwise specified and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective and replaced at no additional cost to the Owner.
- H. Since the Owner is the State of Missouri, municipal or political subdivision ordinances, zoning ordinances, construction codes and other like ordinances are not applicable to construction on Owner's property, and Contractor will not be required to submit drawings and specifications to any municipal or political subdivision authority, obtain construction permits or any other licenses or permits from or submit to inspections by any municipality or political subdivision relating to the construction of this project.

All permits or licenses required by municipality or political subdivision for operation on property not belonging to Owner shall be obtained by and paid for by Contractor. Each contractor shall comply with all applicable laws, ordinances, rules and regulations as it is not the intent of the Owner to arbitrarily dismiss the authorities identified above.

- I. Contractors, subcontractors and their employees engaged in the businesses of electrical, mechanical, plumbing, carpentry, sprinkler system work, and other construction related trades shall be licensed to perform such work by the municipal or political subdivision where the project is located, if such licensure is required by local code. Local codes shall dictate the level (master, journeyman, and apprentice) and the number, type and ratio of licensed tradesmen required for this project within the jurisdiction of such municipal or political subdivision.
- J. The Contractor shall be responsible for the acts and omissions of all his employees and all Subcontractors, their agents and employees and all other persons performing any of the Work under a contract with the Contractor.
- K. The Contractor shall review, stamp with his approval and submit all samples and shop drawings as directed for approval of the Architect for conformance with the design concept and with the information given in the Contract Documents. The Work shall be in accordance with approved samples and shop drawings.
- L. The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as his tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and shall leave the Work "broom clean" or its equivalent except as otherwise specified.

- M. The Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Owner or any of his agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

- N. Any contractor or subcontractor to such contractor at any tier signing a contract to work on this project shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

ARTICLE 4 - SUBCONTRACTORS.

- A. A Subcontractor is a person who has a direct contract with the Contractor to perform any of the Work at the site.
- B. Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor, within 10 days following receipt of Notice of Award, shall furnish to the Owner in writing a list of the names of Subcontractors proposed for the principal portions of the Work. The Contractor shall not employ any Subcontractor to whom the Owner may have a reasonable objection. The Contractor shall not be required to employ any Subcontractor to whom he has a reasonable objection. Contracts between the Contractor and the Subcontractor shall be in accordance with the terms of this Agreement and shall include the General Conditions of this Agreement insofar as applicable.

ARTICLE 5 – SEPARATE CONTRACTS.

- A. The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.
- B. The Contractor shall consult the drawings for all other Contractors in connection with this work. Any work conflicting with the above shall be brought to the attention of the Owner before the work is performed. If the Contractor fails to do this, and constructs any work which interferes with the work of another contractor, he shall remove any part so conflicting and rebuild same, as directed by the Owner at no additional cost to the Owner.
- C. Each Contractor shall be required to coordinate his work with other Contractors so as to afford others reasonable opportunity for execution of their work. No Contractor shall delay any other Contractor by neglecting to perform his work at the proper time. If any Contractor causes delay to another, he shall be liable directly to that Contractor for such delay in addition to any liquidated damages which might be due the Owner.
- D. Each Contractor shall be responsible for damage done to Owner's or other Contractor's property by him or persons in his employ through his or their fault or negligence.
- E. Should a Contractor sustain any damage through any act or omission of any other Contractor having a contract with the Owner, the Contractor so damaged shall have no claim or cause of action against the Owner for such damage, but shall have a claim or cause of action against the other Contractor to recover any and all damages sustained by reason of the acts or omissions of such Contractor. The phrase "acts or omissions" as used in this section shall be defined to include, but not be limited to, any unreasonable delay on the part of any such contractors.

ARTICLE 6 – ROYALTIES AND PATENTS.

- A. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

ARTICLE 7 - DISPUTES AND DISAGREEMENTS.

- A. It is hereby expressly agreed and understood that in case any controversy or difference of opinion shall arise between the parties aforesaid as to the quality or quantity or value of the Work, or material, the interpretation of plans, specifications and provisions of the Contract Documents, or any other matter connected with the Work, or the performance of the covenants and agreements herein contained, on the part of this Contractor, the decision of the Director of the State of Missouri Department who is signatory to this contract or an official designee thereof shall be final and binding on all parties.

ARTICLE 8 - TIME OF COMPLETION.

- A. All time limits stated in the Contract Documents are of the essence.
- B. If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, unavoidable causes beyond the Contractor's control, or by any cause which the Owner may determine justifies the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

ARTICLE 9 - PAYMENTS.

- A. Payment on projects less than \$50,000.00 shall be paid in one lump sum after acceptance of Work by the Owner.
- B. In accordance with Section 8.960 RSMo, payment shall be made to the Contractor within thirty (30) days after receipt of the Owner's Fiscal Officer of the approved request for payment.
- C. Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment (4) damage to another Contractor, or (5) unsatisfactory prosecution of the Work by the Contractor.
- D. Payment shall not be due until the Contractor has delivered to the Owner a complete statement of payments for all costs arising out of this Contract.
- E. Section 8.960 RSMo requires prompt payment from the Owner to the Contractor within thirty days and from the Contractor to his subcontractors within fifteen days. Failure to make payments within the required time frame entitles the receiving party to charge interest at the rate of one and one half percent per month calculated from the expiration of the statutory time period until paid.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY.

- A. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He shall take all reasonable precautions to prevent damage, injury or loss to (1) all workers on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. All damage or loss to any property on or off the project site caused in whole or in part by the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable shall be remedied by the Contractor at no additional cost to the Owner and to the Owner's complete satisfaction.

ARTICLE 11 - CONTRACTOR'S LIABILITY INSURANCE.

- A. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's

operations under this Contract, whether such operations be by himself or by and Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this Contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this Contract.

- B. Unless otherwise specified, insurance limits shall be as follows:
 - 1. Workmen's Compensation: Full coverage, including "Occupational Disease Act" requirements.
 - 2. Public Liability:
 - a. Not less than \$100,000 each injury.
 - b. Not less than \$1,000,000 each accident.
 - 3. Property Damage: Not less than \$500,000 except from vehicles which shall be not less than \$100,000.
 - 4. Special Hazard Insurance: As required.
 - 5. Builder's Risk: Not less than the full Contract amount.
- C. Contractor shall provide proof of coverage of aforementioned items by filing with Owner appropriate Certificates of Insurance.

ARTICLE 12 - CHANGES IN THE WORK.

- A. The Owner without invalidating the Contract may order Changes in the Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner.
- B. The Contract Sum and the Contract Time may be changed only by Change Order. The total Contract Sum including changes may not exceed \$50,000.
- C. The cost or credit to the Owner from a Change in the Work shall be determined by mutual agreement.
- D. If the Contractor claims that any instructions involve extra cost under this contract, he shall give the Owner written notice thereof within a reasonable time after the receipt of such instructions, and in any event **before** proceeding to execute the work. No such claim shall be valid unless so made and authorized by the Owner, in writing.

ARTICLE 13 - CORRECTION OF WORK/GENERAL GUARANTEE.

- A. The Contractor shall correct any Work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the Date of Final Acceptance of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this Article apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

ARTICLE 14 - TERMINATION BY THE OWNER.

- A. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven days' written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies, and may deduct the cost thereof from the payment then or thereafter due the Contractor, or, at his option, may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient, and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

ARTICLE 15 - NONDISCRIMINATION IN EMPLOYMENT.

- A. In connection with the performance of work under this contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of sex, race, creed, color or national origin. The Contractor will take affirmative action to insure the applicants are

employed and that employees are treated during employment without regard to their sex, race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion and transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to sex, race, creed, color or national origin.
3. In the event of the Contractor's noncompliance with the non-discrimination clause of this Contract, the Owner may cancel this contract in whole or in part.